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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MASSIELL RODRIGUEZ,

Docket No.: 22-CV-9532 (VEC)

Plaintiffs,

-against -

WHITE CASTLE SYSTEM INC.,

Defendant.  
-----X

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### STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY

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It is anticipated that discovery in this action may require certain parties and non-parties to disclose information and documents that may be confidential, proprietary and sensitive. Defendant WHITE CASTLE SYSTEM INC.. and Plaintiff MASSIELL RODRIGUEZ, agree as follows:

**1.** This Confidentiality Agreement and Protective Order shall govern certain discovery and document production among the parties, as well as discovery and document production from third parties, in the above-referenced action.

**2.** For purposes of this Confidentiality Agreement and Protective Order, the term “Confidential Information” shall refer to: (I) information which the parties agree before disclosure to be a trade secret or confidential research, development, commercial, or other proprietary business information, documents and/or testimony that may reveal confidential, proprietary, personal, or commercially sensitive information. Such Confidential Information may be contained in any written, printed, recorded, or graphic matter of any kind and shall retain its confidential designation regardless of the medium on which it is produced, reproduced, or stored. Such Confidential Information may also be elicited at deposition or through written discovery.

3. Whenever any party or non-party desires to designate information contained in a document as Confidential Information, the designating party shall mark each page of the document with the word “Confidential” and identify such Confidential Information at the time of production. Confidential Information may be used in the course of depositions in accordance with this Confidentiality Order.

4. If any Party disagrees with the designation of materials marked “Confidential”, the objecting Party shall within five (5) days of receipt of the materials, provide written notice of the disagreement to Defendants, requesting a meeting to confer with counsel for Defendants to resolve the dispute over the “Confidential” designation. If the dispute over the designation is not resolved informally between the parties, Defendants will file a motion with the Court to resolve the dispute regarding the “Confidential” designation. Defendants will have 30 days from the date in which the parties meet and confer regarding the dispute over the designation in which to file a motion with the Court regarding the designation. In any event, unless and until a Court ruling is obtained changing a designation, or the Party designating the materials as “Confidential” agrees otherwise in writing, the material involved shall be treated according to the existing “Confidential” designation.

5. All documents produced or information disclosed and any other records designated as “Confidential” by Defendants shall be revealed only to:

- a) Plaintiff;
- b) Plaintiff’s counsels of record in this case;
- c) Defendants;
- d) Defendants’ counsel of record in this case;
- e) Paralegals and secretarial employees under counsels’ direct supervision;
- f) Outside photocopying, translating, document management, and exhibit preparation services engaged by a party for purposes of this litigation;
- g) Persons employed by counsel to act as experts in this action;
- h) Any other person Defendants agree to in writing may be shown such documents; and,

i) The Court and court personnel, stenographic reporters, and videographers at depositions taken in this action and any jury empaneled in this action, subject to the protections of Paragraphs 3, 4, and 10 of this Order and to any order the Court subsequently enters to preserve the confidentiality of documents used at trial.

**6.** The information considered as “Confidential” and disclosed only in accord with the terms of Paragraph 6 shall include, without limitation, any policies and procedures and any other information or documentation supplied by Defendants and designated as “Confidential”.

**7.** The parties agree that confidential information will not be disclosed to any later appearing parties until such party has agreed to the terms of this agreement in writing and filed with the Court.

**8.** Documents deemed confidential by Defendants shall be used only for the purposes of prosecuting or defending this action. Under no circumstances shall information or materials covered by this Protective Order be disclosed to or discussed with anyone other than the individuals designated in Paragraph 6.

**9.** Prior to disclosure of any documents designated as “Confidential” to any individual who is not a signatory to this Agreement, counsel shall require such individual to read this Protective Order and sign the Agreement which is attached hereto as Exhibit “A” and shall provide a copy of the signed Agreement to counsel for Defendants.

**10.** Any Court filings which contain a document or other material designated as confidential shall only be filed and submitted under seal.

**11.** This Order is subject to revocation and modification by Order of the Court upon written stipulation of the parties or upon motion and reasonable notice, including opportunity for hearing and presentation of evidence.

**12.** If any Party believes that it is not bound by this Order respecting documents designated “Confidential”, it shall give notice to counsel for Defendants at least 30 days before the Party uses or discloses such documents in a manner prohibited by this Order, to enable Defendants to contest the intended use through a motion to the Court.

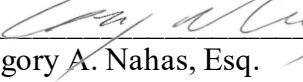
13. Within 30 days of the final termination of this case, all documents and information subject to this Order, including any copies or extracts or summaries thereof, or documents containing information taken therefrom, shall be returned to counsel for Defendants. In the alternative, within 30 days of the final termination of this case, all such documents, including copies or extracts or summaries thereof, may be shredded or disposed of in a manner to ensure the destruction thereof, and a declaration certifying such destruction or disposal provided to Defendants.

14. In any action or proceeding to enforce this Stipulated Protective Order, or pursuant to paragraph 13, the prevailing party may be entitled to recover its reasonable attorney's fees and costs without limiting any other relief that may be available.


15. This Order shall remain in effect after the conclusion of this case and the Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

DATED this 22<sup>ND</sup> day of June, 2023 DATED this 22<sup>ND</sup> day of June, 2023

**LIAKASLAW, P.C.**

By:   
Gregory A. Nahas, Esq.  
*Attorneys for Plaintiff*  
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**LEWIS BRISBOIS BISGAARD &  
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By:   
/s \_\_\_\_\_  
Sana Suhail, Esq.  
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*Attorneys for Defendant*  
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**ORDER**

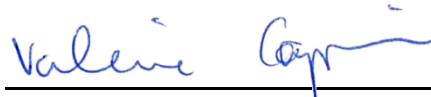
BASED UPON THE STIPULATION OF THE PARTIES and good cause appearing therefore,

IT IS SO ORDERED that the certain Discovery material in this case will be treated as CONFIDENTIAL pursuant to the Stipulation of the Parties and enumerated above.

DATED this 29 day of June, 2023.

IT IS SO ORDERED.

Notwithstanding the foregoing, the parties must comply with the Undersigned's Individual Practices in submitting any document in redacted form or under seal.



DISTRICT COURT JUDGE

Respectfully Submitted

LEWIS BRISBOIS BISGAARD & SMITH LLP



SANA SUHAIL, ESQ.  
DANNY DUONG, ESQ.  
77 Water Street  
New York, NY 10005  
Attorneys for Defendant

**EXHIBIT A**

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned MASSIELL RODRIGUEZ, Plaintiff, vs. WHITE CASTLE SYSTEM INC.; Docket No.: 22-CV-9532 (VEC). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiffs and Defendant(s) and their attorneys.

DATED this 28 day of June, 2023.

By:

  
Litigation Participant - Signature

Gregory A. Nahas (GN1002)  
Name (Printed)

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Street Address

<u>New York</u>	<u>NY</u>	<u>10005</u>
City	State	Zip

Attorney  
Occupation or Business